

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Jordan Valley T.O.D. Off-Site Sewer Easements

**SUMMARY:** The developer of the Jordan Valley T.O.D. is required to provide the City with acceptable off-site sewer easements prior to final subdivision approval. The attached easements meet staff approval.

**FISCAL IMPACT:** \$107,810.00 at a minimum, all of which is being paid by the developer. There is no fiscal impact to the City, except future maintenance of the sewer line.

**STAFF RECOMMENDATION:**

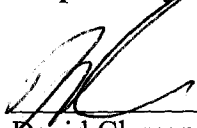
Staff recommends approval.

**MOTION RECOMMENDED:**

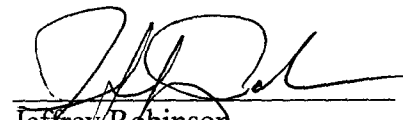
"I move to adopt Resolution No. 14-29, authorizing and directing (1) the Mayor to sign the attached Right-of-Way Purchase Agreement with Peerless Electric, LLC, (2) the City to accept the Grant of Easements from Peerless Electric, LLC, and Rock West, LLC, (3) the City to pay for the Peerless Electric, LLC, Grant of Easement from the funds deposited by the developer and intended for that purchase, and (4) City staff to return the developer's remaining funds after payment of the Peerless Electric Grant of Easement so the developer can pay for the Rock West Grant of Easement as defined in its private contract.

Roll Call vote required


**Prepared by:**

  
David Clemence  
Real Estate Services Manager

**Reviewed as to legal sufficiency:**

  
Jeffrey Robinson  
City Attorney

**Recommended by:**

  
Richard L. Davis  
City Manager

## **BACKGROUND DISCUSSION:**

Several years ago, through an Agreement to Develop Land (ADL), a Development Agreement and a variety of other documents, the City of West Jordan and Bangerter Station, LLC, laid out a plan to develop the Jordan Valley Transit Oriented Development (T.O.D.), which is a fairly large development bordered on the west by the Jordan Valley Hospital, on the east by 3200 West Street, on the North by the UTA Trax line, and on the south by 9000 South Street.

One of the elements of the development plan is for the developer to provide adequate utility systems that can support the T.O.D. and enhance the existing utility systems serving the Jordan Valley Hospital and surrounding neighborhoods. Consequently, the developer and the City Utilities and Engineering departments worked together to identify a route for the sewer line to accomplish this goal, but the optimal route requires the sewer line to cross private property, which, therefore, necessitates the need to acquire easements.

City staff, on behalf of the developer, negotiated a Right-of-Way Purchase Agreement and Easement with Peerless Electric, LLC, but the Rock West, LLC, contract was negotiated and finalized by the developer. However, in both cases the developer is the sole responsible party for purchasing the easements and the City is not responsible to pay anything for the easements.

The attached Right-of-Way Purchase Agreement and Easements are the end result of the necessary easement acquisitions.

As a side note, on or around September 1, 2012, the developer deposited funds with the City to pay for any easements negotiated by the City. It was anticipated that the City would negotiate and finalize both easements, but due to circumstances beyond the City's control the developer was required to negotiate and finalize a private contract for the Rock West easement.

### **Attachments:**

Resolution  
Right-of-Way Purchase Agreement  
Grant of Easement (2)  
Exhibit

**THE CITY OF WEST JORDAN, UTAH**

A Municipal Corporation

**RESOLUTION NO. 14-29**

**A RESOLUTION TO ENTER INTO A RIGHT-OF-WAY PURCHASE AGREEMENT  
WITH PEERLESS ELECTRIC, LLC, AND TO ACCEPT EASEMENTS FROM  
PEERLESS ELECTRIC, LLC, AND ROCK WEST, LLC**

Whereas, Bangerter Station, LLC (the "Developer"), is developing the Jordan Valley Transit Oriented District (the "Project"); and

Whereas, the Project requires the acquisition of off-site sewer easements across property owned by Peerless Electric, LLC, and Rock West, LLC; and

Whereas, on behalf of the Developer, City staff negotiated a Right-of-Way Purchase Agreement and Grant of Easement with Peerless Electric, LLC; and

Whereas, the Developer entered into a private Right-of-Way Purchase Agreement with Rock West, LLC, whereby Rock West, LLC, is required to convey a Grant of Easement directly to the City; and

Whereas, the City is allowed to enter into contracts and accept easements to acquire property and rights-of-ways pursuant to the Utah Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is hereby authorized and directed to sign the attached Right-of-Way Purchase Agreement with Peerless Electric, LLC.

Section 2. The City hereby accepts the Grant of Easements from Peerless Electric, LLC, and Rock West, LLC.

Section 3. The City shall pay for the Peerless Electric, LLC, Grant of Easement from the funds deposited by the developer and intended for that purchase, but City staff is directed to return the developer's remaining funds after payment of the Peerless Electric Grant of Easement so the developer can pay for the Rock West Grant of Easement as defined in its private contract.

Section 4. This resolution shall take effect immediately.

CITY OF WEST JORDAN

By: MELANIE S. BRIGGS, MMC  
City Clerk

### Voting by the City Council

"AYE"

"NAY"

Council Member Jeff Haaga  
Council Member Judy Hansen  
Council Member Chris McConnehey  
Council Member Chad Nichols  
Council Member Ben Southworth  
Council Member Justin D. Stoker  
Mayor Kim V. Rolfe

## RIGHT-OF-WAY PURCHASE AGREEMENT

This Purchase Agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2012 is by and between PEERLESS ELECTRIC, LLC, a Utah Limited Liability Company (hereinafter referred to as "Grantor"), whose principal mailing address is 8461 South Old Bingham Highway, West Jordan, Utah 84088, and the CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah (hereinafter referred to as "City"), whose principal office address is 8000 South Redwood Road, West Jordan, Utah 84088.

In consideration of the mutual covenants, agreements, and considerations contained herein, the parties hereby covenant and agree as follows:

1. Grantor agrees to grant and convey to City, its licensees and agents, a Grant of Easement upon, over, under, across and through the land which is more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference. Grantor agrees to deliver the attached Grant of Easement fully executed to City within fifteen (15) calendar days of this Agreement being fully executed.

2. City will pay Forty Two Thousand Six Hundred and 00/100 Dollars (\$42,600.00) to Grantor as Grantor's name appears first above, which payment is for the purchase of an interest in the real property described in the attached Grant of Easement and any and all claims, loss or damages of Grantor arising from City's taking or use of the Property, including but not limited to severance damages.

3. Payment as set forth in Paragraph 2 above shall constitute full compensation for the following improvements affected by City's use of the easement: the existing roadway within the easement area; provided, however, that upon completion of the project City shall restore any curb, gutter, sidewalk or driveway apron connected to Old Bingham Highway that existed prior to the project, which shall be restored at no cost to Grantor.

4. Special Conditions: If City damages any of Grantor's improvements during the course of the project, City shall repair or replace the damaged improvements to their preconstruction condition, or better, upon completion of the project and at no cost to Grantor, except as outlined in paragraph 3 above.

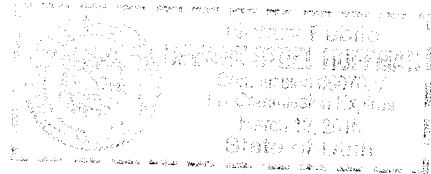
5. Grantor understands that this Agreement is not binding until signed by the Grantor and the Mayor and City Recorder, and approved by the West Jordan City Council. City's acceptance of this Agreement is also contingent on City's simultaneous acceptance of a similar agreement with Rock West, LLC.

6. The parties agree that this constitutes the entire Agreement between Grantor and City and that no verbal statement made by anyone about this Agreement or transaction shall be construed to be part of this Agreement unless written in this document.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and year first above written.

PEERLESS ELECTRIC, LLC, a Utah Limited Liability Company

By: Phil J. Gallegos  
Its: Manager



STATE OF Utah )  
:SS.  
COUNTY OF Salt Lake )

On this 7 day of Jan, <sup>2013</sup>~~2012~~ personally appeared before me Phil J. Gallegos, who being by me duly sworn did say that s/he is the MANAGER of PEERLESS ELECTRIC, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said limited liability company.

Dee Ann S. Hest  
Notary Public  
Residing at Salt Lake City, Ut.  
My Commission Expires March 12, 2015

CITY OF WEST JORDAN, UTAH

ATTEST

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor

By: \_\_\_\_\_  
Name: Melanie Briggs  
Title: City Recorder

Dated: \_\_\_\_\_

## **Exhibit "A"**

### **30-Foot Wide Permanent Easement:**

Those portions of Lots 2 and 3 of the J. Morris Richards Industrial Subdivision, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, under Entry Number 7256966, in Book 99-2P, at Page 43, being part of the Southeast Quarter of Section 32, Township 2 South, Range 1 West of the Salt Lake Base and Meridian, more particularly described as follows, to wit:

Beginning at a point on the Easterly line of Lot 2 of the J. Morris Richards Industrial Subdivision, said point being 1331.96 feet South 89°22'42" East and 780.17 feet North 00°03'58" East from the South Quarter corner of Section 32, Township 2 South, Range 1 West of the Salt Lake Base and Meridian; thence South 00°03'59" West, along the Easterly line of said Lot 2, a distance of 30.00 feet; thence North 89°46'21" West, a distance of 25.20 feet; thence North 22°14'02" West, a distance of 52.98 feet; thence North 89°45'18" West, a distance of 303.85 feet, more or less, to the Westerly line of said Lot 2, said point also being on the Easterly right-of-way line of Old Bingham Highway; thence North 08°17'49" East, along the Westerly lines of Lots 2 and 3 of said subdivision, and along the Easterly right-of-way line of said Highway, a distance of 30.30 feet; thence South 89°45'18" East, a distance of 319.66 feet; thence South 22°14'02" East, a distance of 52.97 feet; thence South 89°46'21" East, a distance of 5.05 feet, more or less, to the point of beginning.

The above described tract of land contains 11,396 square feet, or 0.26 acres, more or less.

**Exhibit "A"**  
**(Continued)**

**10-Foot Wide Temporary Construction Easement:**

That portion of Lot 2 of the J. Morris Richards Industrial Subdivision, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, under Entry Number 7256966, in Book 99-2P, at Page 43, being part of the Southeast Quarter of Section 32, Township 2 South, Range 1 West of the Salt Lake Base and Meridian, more particularly described as follows, to wit:

Beginning at a point on the Easterly line of Lot 2 of the J. Morris Richards Industrial Subdivision, said point being 1331.96 feet South 89°22'42" East and 750.17 feet North 00°03'58" East from the South Quarter corner of Section 32, Township 2 South, Range 1 West of the Salt Lake Base and Meridian; thence South 00°03'59" West, along the Easterly line of said Lot 2, a distance of 10.00 feet; thence North 89°46'21" West, a distance of 31.91 feet; thence North 22°14'02" West, a distance of 52.98 feet; thence North 89°45'18" West, a distance of 298.58 feet, more or less, to the Westerly line of said Lot 2, said point also being on the Easterly right-of-way line of Old Bingham Highway; thence North 08°17'49" East, along the Westerly line of said Lot 2, and along the Easterly right-of-way line of said Highway, a distance of 10.10 feet; thence South 89°45'18" East, a distance of 303.85 feet; thence South 22°14'02" East, a distance of 52.98 feet; thence South 89°46'21" East, a distance of 25.20 feet, more or less, to the point of beginning.

The above described tract of land contains 3,828 square feet, or 0.09 acres, more or less.



WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Recorder  
8000 South Redwood Road  
West Jordan, Utah 84088

Parcel Numbers: 21-32-452-033  
21-32-452-034

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### **GRANT OF EASEMENT**

PEERLESS ELECTRIC, LLC, a Utah Limited Liability Company (hereinafter referred to as "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains and conveys unto the CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah, (hereinafter referred to as "Grantee"), its successors, assigns, lessees, licensees and agents, a PERPETUAL EASEMENT and a TEMPORARY CONSTRUCTION EASEMENT upon, over, under, across and through the following described land, which the Grantor owns or in which the Grantor has an interest, in the County of Salt Lake, State of Utah, to wit:

[See Exhibit "A" attached hereto and incorporated herein by this reference.]

This Easement is granted for the following purpose: installation and maintenance of a sewer line and any appurtenances connected thereto (the "Facilities").

The Grantee shall have the right to construct, operate, maintain, remove and replace any material(s) comprising the Facilities from time to time as the Grantee may require. The Grantee shall have the right of reasonable ingress and egress to and from the Facilities over and across the Grantor's land lying coincident with the land described above. The Grantee shall have the right to clear and remove all trees and other obstructions within the Easement area that may interfere with the use of said Easement by the Grantee. The Grantor reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted.

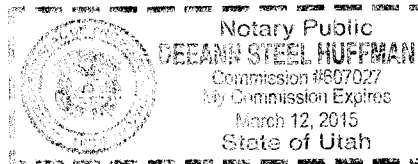
This easement shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee and their respective successors and assigns.

The Temporary Construction Easement shall expire upon completion of construction of the Facilities.

Signed and delivered this 7 day of Jan., <sup>2013</sup>~~2012~~.

PEERLESS ELECTRIC, LLC, a Utah Limited Liability Company

By: Phillip J. Gullen  
Its: Manager



STATE OF Utah )  
COUNTY OF Salt Lake ) :ss.

On this 7 day of Jan, <sup>2013</sup>~~2012~~ personally appeared before me Phil J. Gallegos, who being by me duly sworn did say that s/he is the MANAGER of PEERLESS ELECTRIC, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said limited liability company.

DeeAnn S. Hughes  
Notary Public  
Residing at Salt Lake City, Utah  
My Commission Expires March 12, 2015

CONSENT AND SUBORDINATION OF LENDER

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned, as the beneficiary and holder of that certain Deed of Trust and Fixture Filing dated April 30, 2012, and recorded in the office of the Salt Lake County Recorder on May 3, 2012, under Entry No. 11383646, in Book 10014, at Page 3054 (the "Trust Deed"), which Trust Deed encumbers real property owned by Grantor (the "Grantor's Property"), hereby: (1) consents to the execution and delivery of the within and foregoing Easement by Grantor affecting the Grantor's Property; and (2) subordinates all of its right, title and interest under the Trust Deed in and to the Grantor's Property to the right, title, interest, obligation and benefit created by, or arising under, the within and foregoing Easement, so that the Easement shall unconditionally be and remain at all times an interest in real property prior and superior to the Trust Deed. Nothing contained herein shall be construed to impose upon the undersigned any obligation created by the Easement, unless and until the undersigned has acquired fee title to all or a portion of the Grantor's Property.

ZIONS FIRST NATIONAL BANK

By:

Its:

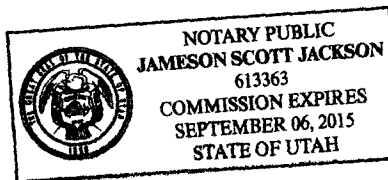
STATE OF

COUNTY OF

:ss.

On this 3 day of January, 201<sup>13</sup>, personally appeared before me Patty Householder, who being by me duly sworn did say that s/he is the Vice President of ZIONS FIRST NATIONAL BANK, and that the foregoing instrument was duly authorized by said corporation at a lawful meeting held or by authority of its bylaws and signed in behalf of said corporation.

NOTARY PUBLIC



CONSENT AND SUBORDINATION OF LENDER

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned, as the beneficiary and holder of that certain Trust Deed dated May 18, 2012, and recorded in the office of the Salt Lake County Recorder on May 21, 2012, under Entry No. 11394272, in Book 10018, at Page 7623 (the "Trust Deed"), which Trust Deed encumbers real property owned by Grantor (the "Grantor's Property"), hereby: (1) consents to the execution and delivery of the within and foregoing Easement by Grantor affecting the Grantor's Property; and (2) subordinates all of its right, title and interest under the Trust Deed in and to the Grantor's Property to the right, title, interest, obligation and benefit created by, or arising under, the within and foregoing Easement, so that the Easement shall unconditionally be and remain at all times an interest in real property prior and superior to the Trust Deed. Nothing contained herein shall be construed to impose upon the undersigned any obligation created by the Easement, unless and until the undersigned has acquired fee title to all or a portion of the Grantor's Property.

U.S. SMALL BUSINESS ADMINISTRATION,  
an Agency of the United States

By: 

Its: Michael de Serrano, Supervisor

MLO

APPROVED

STATE OF \_\_\_\_\_ )

:ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2012 personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that s/he is the \_\_\_\_\_ of U.S. SMALL BUSINESS ADMINISTRATION, and that the foregoing instrument was duly authorized by said Agency at a lawful meeting held or by authority and signed in behalf of said Agency.

\_\_\_\_\_  
NOTARY PUBLIC

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of FRESNO

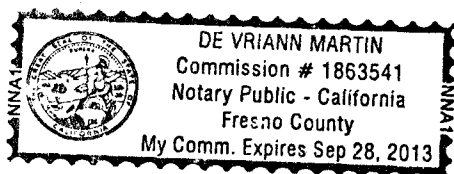
On December 18, 2012 before me, DE VRIANN MARTIN

Date

Here Insert Name and Title of the Officer

personally appeared MICHELLE SERRANO

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Consent & Subordination of Lender

Document Date: #5170215001 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

**Exhibit "A"**

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**(Continued)**

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WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Recorder  
8000 South Redwood Road  
West Jordan, Utah 84088

Parcel Numbers: 21-32-476-006  
21-32-476-007  
21-32-476-010

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**GRANT OF EASEMENT**

ROCK WEST - 3390 W. 8600 S., LLC, a Utah Limited Liability Company; and ROCK WEST - 3392 W. 8600 S., LLC, a Utah Limited Liability Company; and COMPOSITE OPTICS, INCORPORATED, a California Corporation; and JAMES P. GORMICAN AND GAIL C. GORMICAN AS TRUSTEES OF THE GORMICAN FAMILY TRUST, UDT, dated February 14, 1999 (hereinafter referred to as "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains and conveys unto the CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah, (hereinafter referred to as "Grantee"), its successors, assigns, lessees, licensees and agents, a PERPETUAL EASEMENT and a TEMPORARY CONSTRUCTION EASEMENT upon, over, under, across and through the following described land, which the Grantor owns or in which the Grantor has an interest, in the County of Salt Lake, State of Utah, to wit:

[See Exhibit "A" attached hereto and incorporated herein by this reference.]

This Easement is granted for the following purpose: installation and maintenance of a sewer line and any appurtenances connected thereto (the "Facilities").

The Grantee shall have the right to construct, operate, maintain, remove and replace any material(s) comprising the Facilities from time to time as the Grantee may require. The Grantee shall have the right of reasonable ingress and egress to and from the Facilities over and across the Grantor's land lying coincident with the land described above. The Grantee shall have the right to clear and remove all trees and other obstructions within the Easement area that may interfere with the use of said Easement by the Grantee. The Grantor reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted.

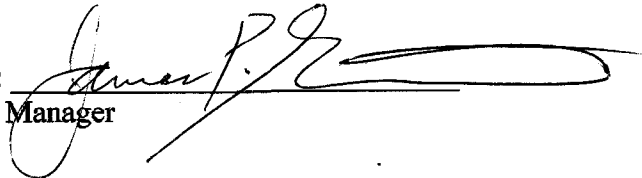
This easement shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee and their respective successors and assigns.

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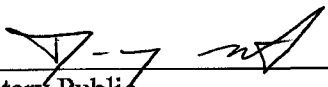
ROCK WEST - 3392 W. 8600 S., LLC, a Utah Limited Liability Company

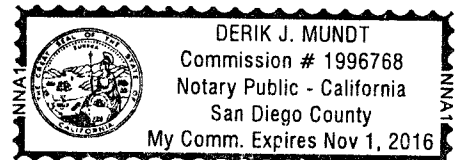
By:   
Its: Manager

STATE OF CA )  
COUNTY OF San Diego )  
:ss.

\* JAMES P. GORMICAN

\* On this 3rd day of Feb, 201<sup>14</sup>~~12~~, personally appeared before me ~~Derik J. Mundt Notary Public~~, who being by me duly sworn did say that s/he is the MANAGER of ROCK WEST/- 3392 W. 8600 S., LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said limited liability company.

  
Notary Public  
Residing at 455 N. AVE, Coronado, CA 92008  
My Commission Expires NOV-1-2016



[SIGNATURES CONTINUED ON NEXT PAGE]

COMPOSITE OPTICS, INCORPORATED, a California Corporation

By: [Signature]  
Its: CEO

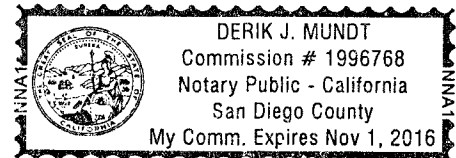
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF CA )  
COUNTY OF San Diego ) ss.

\* JAMES P. GORMICAN


On this 3rd day of Feb, 201<sup>14</sup>2, personally appeared before me  
\* Derik J. Mundt, Notary Public, who being by me duly  
sworn did say that he/she/they is/are the CEO of  
COMPOSITE OPTICS, INCORPORATED, a California Corporation, and that the foregoing  
instrument was signed in behalf of said corporation by authority of its Board of Directors, and  
he/she/they acknowledged to me that said corporation executed the same.


[Signature]  
NOTARY PUBLIC  
Residing at 455 P AVE, Coronado, CA 92018  
My Commission Expires Nov 1 - 2016



[SIGNATURES CONTINUED ON NEXT PAGE]

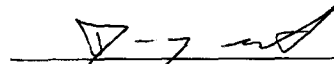
JAMES P. GORMICAN AND GAIL C. GORMICAN,  
AS TRUSTEES OF THE GORMICAN FAMILY TRUST, UDT, dated February 14, 1999

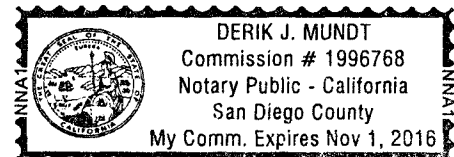
  
James P. Gormican, Trustee

  
Gail C. Gormican, Trustee

STATE OF CA )  
COUNTY OF San Diego ) :SS

On this 3rd day of Feb, 201<sup>14</sup>, personally appeared before me JAMES P. GORMICAN and GAIL C. GORMICAN, known to me to be the signers of the foregoing instrument, and on their oaths acknowledged to me that they executed the same AS TRUSTEES OF THE GORMICAN FAMILY TRUST, UDT, dated February 14, 1999, that they executed it with lawful and proper authority and that the execution was a valid act binding on said Trust.

  
Notary Public  
Residing at 455 P AVE, Coronado, CA 92118  
My Commission Expires NOV 1-2016



**Exhibit "A"**

**30-Foot Wide Permanent Easement:**

That portion of the Southeast Quarter of Section 32, Township 2 South, Range 1 West of the Salt Lake Base and Meridian, more particularly described as follows, to wit:

Beginning at the Grantor's Northwest property corner, said point also being located at the Southwest corner of the Green Meadow Park No. 3 Subdivision and on the Easterly line of the J. Morris Richards Industrial Subdivision, said point being 1331.96 feet South 89°22'42" East and 780.17 feet North 00°03'58" East from the South Quarter corner of Section 32, Township 2 South, Range 1 West of the Salt Lake Base and Meridian; thence South 89°46'21" East, along the Grantor's Northerly property line and along the Southerly line of said Green Meadow Park No. 3 Subdivision, a distance of 436.41 feet to the Grantor's Northeast property corner, said point also being located at the Northwest corner of the Green Meadow Park No. 5 Subdivision; thence South 00°13'39" West, along the Grantor's Easterly property line and along the Westerly line of Green Meadow Park No. 5 Subdivision, a distance of 640.33 feet; thence, South 56°56'13" East, along the Grantor's Easterly property line and along the Southwesterly line of Green Meadow Park No. 5 Subdivision, a distance of 29.09 feet, more or less, to the Northerly line of the Utah Transit Authority (UTA) railroad right-of-way; thence South 69°44'30" West, along said UTA railroad right-of-way line, a distance of 58.12 feet; thence North 00°13'39" East, a distance of 646.44 feet to a point 30.00 feet distant Southerly from the Grantor's Northerly property line; thence North 89°46'21" West, along a line parallel to and 30.00 feet distant Southerly from the Grantor's Northerly property line, a distance of 406.33 feet, more or less, to the Grantor's Westerly property line; thence North 00°03'59" East, along the Grantor's Westerly property line and along the Easterly line of the J. Morris Richards Industrial Subdivision, a distance of 30.00 feet, more or less, to the point of beginning.

The above described tract of land contains 32,621 square feet, or 0.75 acres, more or less.

**Exhibit "A"**  
**(Continued)**

**10-Foot Wide Temporary Construction Easement:**

That portion of the Southeast Quarter of Section 32, Township 2 South, Range 1 West of the Salt Lake Base and Meridian, more particularly described as follows, to wit:

Beginning at a point on the Grantor's Westerly property line, said point also being on the Easterly line of the J. Morris Richards Industrial Subdivision, said point being 1331.96 feet South 89°22'42" East and 750.17 feet North 00°03'58" East from the South Quarter corner of Section 32, Township 2 South, Range 1 West of the Salt Lake Base and Meridian; thence South 89°46'21" East, along a line parallel to and 30.00 feet distant Southerly from the Grantor's Northerly property line, a distance of 406.33 feet; thence South 00°13'39" West, a distance of 646.44 feet, more or less, to the Northerly line of the Utah Transit Authority (UTA) railroad right-of-way; thence South 69°44'30" West, along said UTA railroad right-of-way line, a distance of 10.68 feet; thence North 00°13'39" East, a distance of 640.18 feet to a point 40.00 feet distant Southerly from the Grantor's Northerly property line; thence North 89°46'21" West, along a line parallel to and 40.00 feet distant Southerly from the Grantor's Northerly property line, a distance of 396.30 feet, more or less, to the Grantor's Westerly property line; thence North 00°03'59" East, along the Grantor's Westerly property line and along the Easterly line of the J. Morris Richards Industrial Subdivision, a distance of 10.00 feet, more or less, to the point of beginning.

The above described tract of land contains 10,448 square feet, or 0.24 acres, more or less.

# RECORD OF SURVEY

A PART OF THE SOUTHWEST QUARTER SEC. 32,  
TOWNSHIP 2 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN,  
CITY OF WEST JORDAN, COUNTY OF SALT LAKE, STATE OF UTAH  
SHEET 1 OF 1

## NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE POSITION OF THE SEWER EASEMENT LINES ON THE GROUND AND TO CREATE DESCRIPTIONS TO FACILITATE THE CONVEYANCE OF SAID EASEMENTS. THE INTENDED USE OF THIS PLAT IS TO PROVIDE A BASE MAP FOR SANITARY SEWER EASEMENTS ON THE PROPERTY.

THE FIELD SURVEY WAS PERFORMED: 03-23-2011 TO 03-25-2011.  
THE DATE THE SURVEY DRAWING WAS COMPLETED: JANUARY 5, 2012

## BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE UTAH COORDINATE SYSTEM NAD 83 (2007) CENTRAL ZONE, AS DETERMINED BETWEEN THE FOLLOWING THREE MAIN STATIONS:

STATION 1: CORNER OF SEC. 32, T.2S, R.1W, S.13E, NAD 83 (2007) CENTRAL ZONE, AS DETERMINED BETWEEN THE FOLLOWING THREE MAIN STATIONS:  
STATION 2: CORNER OF SEC. 32, T.2S, R.1W, S.13E, NAD 83 (2007) CENTRAL ZONE, AS DETERMINED BETWEEN THE FOLLOWING THREE MAIN STATIONS:  
STATION 3: CORNER OF SEC. 32, T.2S, R.1W, S.13E, NAD 83 (2007) CENTRAL ZONE, AS DETERMINED BETWEEN THE FOLLOWING THREE MAIN STATIONS:

THE BASIS OF BEARING MAY BE DETERMINED LOCALLY BY THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 32, T.2S, R.1W, S.13E, NAD 83 (2007) CENTRAL ZONE, AS DETERMINED BETWEEN THE FOLLOWING THREE MAIN STATIONS:

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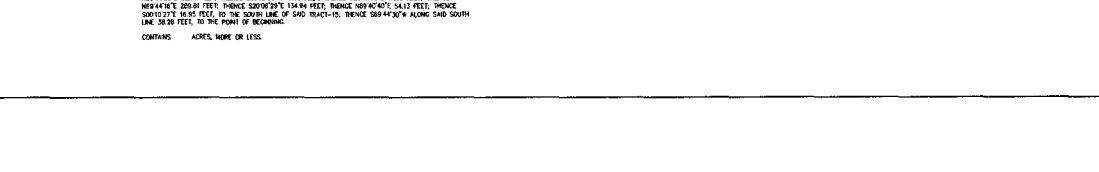
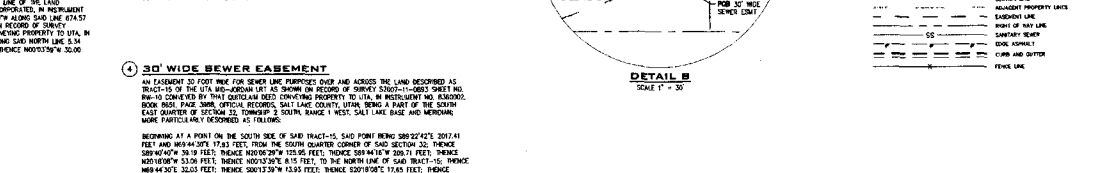
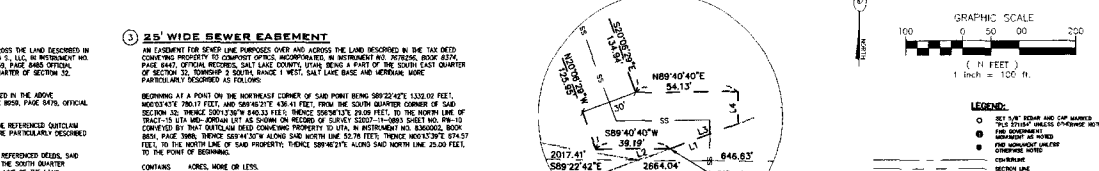
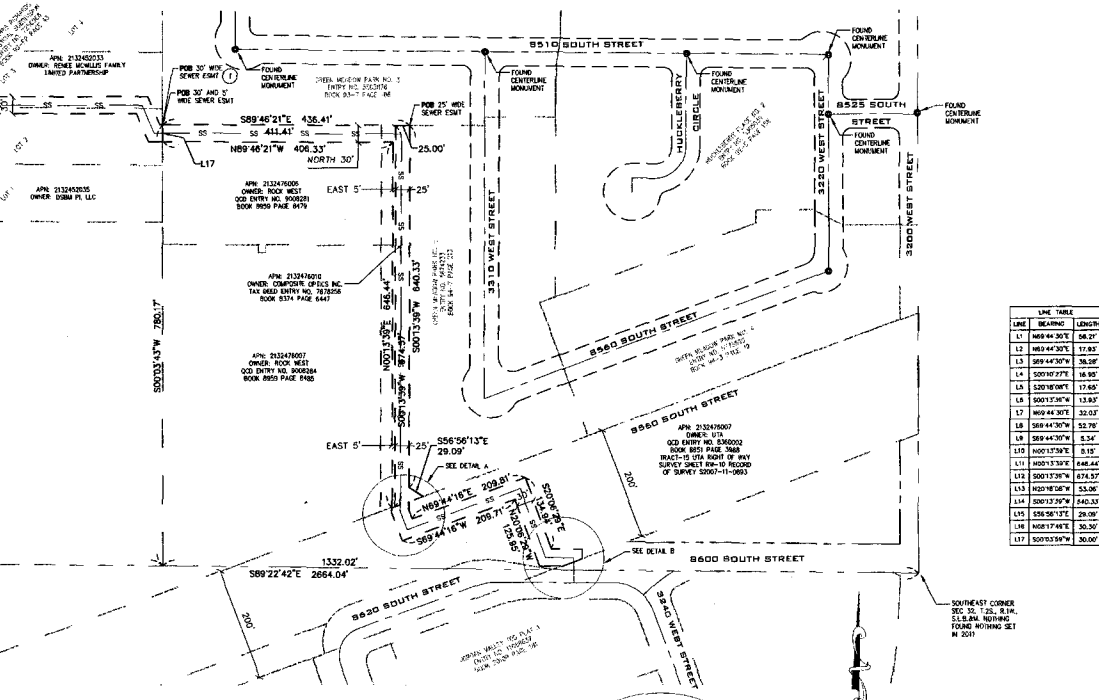
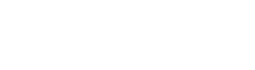
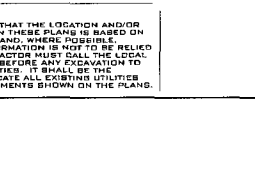
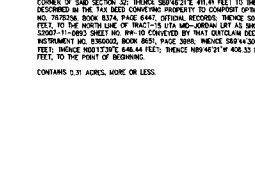
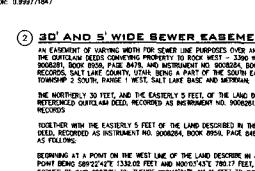
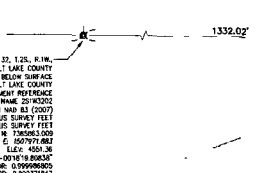
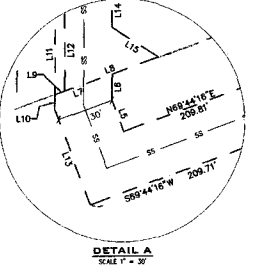
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UTAH  
1-800-4-A-SAFE  
Dig Safely

CAUTION: NOTICE TO CONTRACTOR  
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR DEPTH OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. NO INFORMATION IS TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

RECORD OF SURVEY  
SEWER EASEMENT  
WEST JORDAN, UTAH

PREPARED UNDER THE DIRECT SUPERVISION OF  
STATE OF UTAH  
UTAH REGISTRATION NO.  
STATE OF UTAH  
REGISTRATION NO.

DATE: 01/05/12  
DRAWN BY: DM  
CHECKED BY: BM

PROJECT # 11-0031  
SHEET 1 OF 1  
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